

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 22nd day of October 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, Inc., a California corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into a consulting services agreement dated October 20, 2022 (Agreement), for the design of plans and general construction contract documents for the South Peach Avenue Park Project (Project) in the amount of \$626,000 with a contingency amount not to exceed \$60,000; and

WHEREAS, City and Consultant entered into the First Amendment to the Agreement on March 15, 2023 (First Amendment), to increase fee compensation in the amount of \$14,028.23 for a total contract amount of \$640,028.23 with a remaining contingency amount not to exceed \$45,971.77 for the creation and distribution of mailers to notify constituents of a community engagement meeting related to the proposed park; and

WHEREAS, City and Consultant now desire to enter into this Second Amendment to the Agreement to modify the scope of services therein by requiring additional professional engineering services; and

WHEREAS, due to the need for additional services, the available contingency amount of \$45,971.77 from the Agreement will be utilized to cover the total fee amount of \$19,800 to complete the expanded scope of services described by this Second Amendment; and

WHEREAS, with entry into this Amendment, Consultant agrees that it has no claim, demands, or disputes against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.
2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be a total fee

amount of \$19,800; thus increasing the total contract amount to \$659,828.23 with a remaining contingency amount not to exceed \$26,171.77.

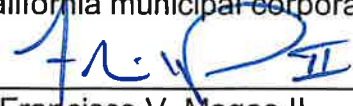
3. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Second Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated October 20, 2022, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

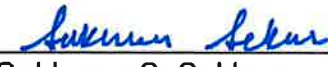
CITY OF FRESNO,
a California municipal corporation

By: 
Francisco V. Magos II,
Assistant Director
Capital Projects Department

ATTEST:
TODD STERMER, CMC
City Clerk

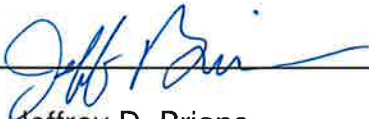
By:  10/28/24
Date
Sr Deputy City Clerk

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

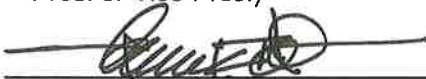
By:  10/23/24
Date
Sukhman S. Sekhon
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Richard L. Madrigal
Project Manager
747 R Street, 2nd Floor
Fresno, CA 93721
Telephone: 559-621-8839
E-mail: Richard.Madrigal@fresno.gov

BLAIR, CHURCH & FLYNN,
CONSULTING ENGINEERS, INC.


By: 
Name: Jeffrey D. Brians

Title: Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: 
Name: Adam K. Holt

Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:


Sarah J. Lambeth
Senior Management Analyst
Capital Projects Department

CONSULTANT:
Blair, Church & Flynn Consulting
Engineers, Inc.
Attention: Zachary Hockett, PE
Group Manager
451 Clovis Avenue, Suite 200
Clovis, CA 93612
Telephone: 559-326-1400
E-mail: zhockett@bcf-engr.com

Attachment: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES
Consultant Service First Amendment to Agreement between City of Fresno (City) and
Blair, Church & Flynn Consulting Engineers, Inc. (Consultant)

South Peach Park – Natural Turf Field

Additional Scope of Services includes, but is not limited to:

1. Construction Documents

- a. Prepare construction documents for the additional natural turf soccer field, including:
 - i. Site Plan
 - ii. Horizontal Control Plan
 - iii. Grading and Drainage Plan
 - iv. Lighting Plan
 - v. Irrigation Plan
 - vi. Planting Plan

- b. Incorporate the field design into the bid package as a bid alternate

An added lump sum fee totaling \$19,800.00 was proposed by Blair, Church & Flynn Consulting Engineers, Inc. on September 5, 2024.

COMPENSATION

Compensation for all services described above will be based on a percentage of the construction costs. Fees will be billed monthly in accordance with work completed.

SECOND AMENDMENT COMPENSATION

Line-Item Description	Net Change
Construction Document Phase	\$19,800.00
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TOTAL PROFESSIONAL SERVICES FEE	\$19,800.00

FIRST AMENDMENT COMPENSATION

Line-Item Description	Net Change
Design and print park information card (8.5"x11" double-sided mailer)	\$3,215.00
Design and print survey postcard (3.66"x8.5" double-sided rack card)	\$3,215.00
Printing of envelopes	\$3,215.00
Postage (outgoing)	\$4,843.23
Return mail account setup fee	\$290.00
Allowance for community meeting refreshments	(\$750.00)
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TOTAL PROFESSIONAL SERVICES FEE	\$14,028.23

ORIGINAL CONTRACT AMOUNT

Programming and Schematic Design (15%)	\$93,900.00
Design Development Phase (25%)	\$156,500.00
Construction Document Phase (37.5%)	\$234,750.00
Bid Phase Assistance (2.5%)	\$15,650.00
Construction Phase Assistance (20%)	\$125,200.00

Total Professional Services Fee	\$626,000.00
(With a contingency amount not to exceed)	\$60,000.00

TOTAL AMENDED CONTRACT AMOUNT: **\$659,828.23**
with a contingency amount not to exceed \$26,171.77

SCHEDULE

Additional time allowed is 45 days for to develop construction documents for the natural turf field.